



DFW/1644

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

## POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby appoint:

☒ Practitioners associated with the Customer Number:

20582 and 20583

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

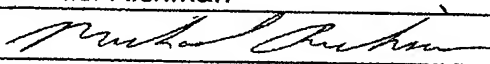
Assignee Name and Address:

MacroGenics, Inc.  
1500 East Gude Drive  
Rockville, MD 20850

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

### SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Name	Michael Richman	Date	9/13/05
Signature		Telephone	(301) 251-5172
Title	Chief Operating Officer		

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Bluestone, JefferyApplication No./Patent No.: 10/067,104 Filed/Issue Date: February 4, 2002Entitled: Methods and Compositions for Promoting Immunopotiation

MacroGenics, Inc. \_\_\_\_\_, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or2. ☐ an assignee of less than the entire right, title and interest.The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:1. From: Jeffery Bluestone To: ARCH Development CorporationThe document was recorded in the United States Patent and Trademark Office at  
Reel 5213, Frame 0347, or for which a copy thereof is attached.2. From: ARCH Development Corporation To: Tolerance Therapeutics, Inc.The document was recorded in the United States Patent and Trademark Office at  
Reel 015914, Frame 0490, or for which a copy thereof is attached.3. From: Tolerance Therapeutics, Inc. To: MacroGenics, Inc.The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.☐ Additional documents in the chain of title are listed on a supplemental sheet.☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

September 16, 2005

Date

(212) 326-3939

Telephone number

Margaret B. Brivanlou

Typed or printed name

Signature By: Hoon Choi  
(Ord. Reg. No. 10209)Attorney, Reg. No. 40,922

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**PATENT ASSIGNMENT**

THIS PATENT ASSIGNMENT (this "*Assignment*") dated as of June 15, 2005 (the "*Effective Date*"), is made by and between Tolerance Therapeutics, Inc., an Illinois corporation ("*Assignor*") and MacroGenics, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 15, 2005 (the "*Asset Purchase Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "Purchased Assets," as defined in the Asset Purchase Agreement;

WHEREAS, Assignor is the sole or joint owner of those United States and foreign patents and patent applications listed on Schedule A hereto or that otherwise constitute Purchased Assets under the Asset Purchase Agreement, and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing (collectively, the "*Patents*"); and

WHEREAS, Assignee, at its request and direction, wishes to acquire and Assignor wishes to assign to Assignee all of Assignors' right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee or its successors, assigns or other legal representatives, to

effect the conveyance to the Assignee and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby, and to enable such right, title and interest to be recorded in the United States and all foreign countries, and to enable Assignee and its successors, assigns and other legal representatives to sustain or renew any Patents, and to maintain, perfect, support and protect the right, title and interest of Assignee and its successors, assigns and other legal representatives, in and to the Patents and any registrations issued in connection therewith.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as a sole or joint owner (as applicable) of the Patents and issue any and all patents issued thereon solely or jointly (as applicable) to Assignee, as assignee of Assignor's entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.


Assignor shall provide to Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, available samples, available exhibits, available specimens and other documentation as may be reasonably required) in connection with: (1) the implementation, perfection or recording of this Assignment in the United States and any and all applicable foreign jurisdictions; (2) the preparation and prosecution of any application, continuations, divisionals, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (3) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents, including, but not limited to, testifying as to any facts relating to the rights assigned in this Assignment; (4) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Patents and this Assignment; and (5) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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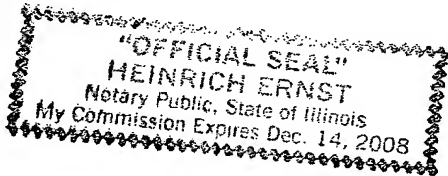
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

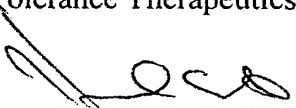
**TOLERANCE THERAPEUTICS, INC.**

By:   
Name: DAVID EPSTEIN  
Title: PRESIDENT


STATE OF Ill. )  
COUNTY OF Cook ) SS:

On this 20 day of June, 2008 before me Heinrich Ernst, known to me to be David Epstein of Tolerance Therapeutics, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Tolerance Therapeutics, Inc.



  
Notary Public:  
My commission expires: Dec. 14, 2008

**MACROGENICS, INC.**


By: 

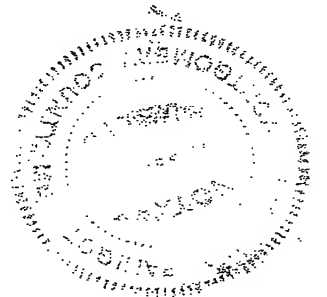
Name: Michael Richman

Title: Chief Operating Officer

STATE OF MARYLAND     )  
                                      ) SS:  
COUNTY OF Montgomery)

On this 15<sup>th</sup> day of June, 2005 personally appeared before me Michael Richman  
known to me to be Chief Operating Officer of MacroGenics, Inc., who acknowledged that he/she  
signed this instrument as a free act on behalf of MacroGenics.

  
Notary Public: State of Maryland, Montgomery  
My commission expires: April 16, 2006 Count,





## SCHEDULE A

### PATENTS AND PATENT APPLICATIONS

Country	Patent No.	Issue Date	Serial No.	Appl. Date	Patent Title
USA	6,406,696	6/18/2002	08/459,486	6/2/1995	Methods of Stimulating the Immune System with Anti-CD3 Antibodies
USA	6,143,297	11/7/2000	08/458,462	6/2/1995	Methods for Promoting Immunopotential and Preparing Antibodies with Anti-CD3 Antibodies
USA	6,113,901	9/5/2000	08/286,805	8/5/1994	Methods of Stimulating or Enhancing the Immune System with Anti-CD3 Antibodies
USA	n/a	n/a	10/067,104	2/4/2002	Methods and Compositions for Promoting Immunopotential
USA	5,885,573	3/23/1999	08/070,116	6/1/1993	Methods and Materials for Modulation of the Immunosuppressive Activity and Toxicity of Monoclonal Antibodies
USA	6,491,916	12/10/2002	08/557,050	10/9/1998	Methods and Materials for Modulation of the Immunosuppressive Activity and Toxicity of Monoclonal Antibodies
USA	n/a	n/a	10/267,286	10/8/2002	Methods and Materials for Modulation of the Immunosuppressive Activity and Toxicity of Monoclonal Antibodies
EPO	0 700 402	11/27/2002	94920062	6/1/1994	Methods and Materials for Modulation of the Immunosuppressive Activity and Toxicity of Monoclonal Antibodies
France	FR 0700402	11/27/2002	94920062	6/1/1994	Procedes Et Matieres De Modulation De L'activite Immunodepressive Et De La Toxicite D'anticorps Monoclonaux [1996/11]
Germany	DE 694 31 797	11/27/2002	94920062	6/1/1994	Verfahren Und Stoffe Zur Modulation Der Immunsuppressiven Aktivität Und Toxität von Monoklonalen Antikörpern [1996/11]
Great Britain	GB 0700402	11/27/2002	94920062	6/1/1994	Methods and Materials for Modulation of the Immunosuppressive Activity and Toxicity of Monoclonal Antibodies
Switzerland	CH 0700402	11/27/2002	94920062	6/1/1994	Verfahren Und Stoffe Zur Modulation Der Immunsuppressiven Aktivität Und Toxität von Monoklonalen Antikörpern [1996/11]
Japan	3611573	1/19/2005	JP9501824	2/25/1997	Methods and Materials for Modulation of the Immunosuppressive Activity and Toxicity of Monoclonal Antibodies
Canada	n/a	n/a	2,163,989	12/8/1994	Methods and Materials for Modulation of the Immunosuppressive Activity and Toxicity of Monoclonal Antibodies